

HONORABLE MAYOR

Anthony David Turner, MPH

COUNCIL

Alicia Stevens, Place #1
Shawn Weeks, Place #2
Todd Welford, Place #3
Celia “Evette” Chavez, Place # 4
Eduardo “Eddie” Chavez, Place #5



AGENDA

Town of Anthony, Texas

February 10, 2025
REGULAR MEETING
at 5:30 p.m.

Anthony Town Hall,
401 Wildcat Drive
Anthony, Texas 79821

Notice is hereby given of a regular meeting of the Town of Anthony Council, to be held on Monday, February 10, 2025, at 5:30 p.m., Town Hall, 401 Wildcat Drive, Anthony, Texas 79821, for the purpose of considering the following agenda items. All agenda items are subject to action. The Town of Anthony Council reserves the right to meet in a closed session for consultation with the Town Attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 CALL TO ORDER; ROLL CALL

2.0 PLEDGE OF ALLEGIANCE

3.0 PUBLIC COMMENTS AND RECEIPT OF PETITIONS: *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed two minutes. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law – GC, 551.042.]*

4.0 Approve the Minutes of the following Town of Anthony Council Meetings:

- 01-27-2024 Regular Town Council Meeting
- 02-05-2025 Special Town Council Meeting

5.0 New Business:

5.1 Final Reading of an Ordinance of the town council of the Town of Anthony, Texas, ordering and declaring that the home rule charter approved by a majority vote of the Anthony citizens on November 5, 2024 be adopted.

5.2 **Public Hearing and action on Ordinance** of the town council of the Town of Anthony, Texas, ordering and declaring that the home rule charter approved by a majority vote of the Anthony citizens on November 5, 2024 be adopted.

5.3 Discussion and action on 2025 Polling Place Agreement between El Paso County and Town of Anthony, Texas for county space at Town Hall as a location for conducting public elections for Uniform Election May 2025

5.4 Discussion and action on Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2025 with El Paso Area Transportation Services, LGC (EPATS) for the annual cost of \$27,500.00

5.5 Discussion and action on the Interlocal Agreement with Anthony Independent School District for exclusive right to use the Municipal baseball park for its high school and middle school baseball program during the school district's baseball season from January 27 to May 23, 2025

5.6 Discussion and action on creating a Town Administrator position

5.7 Discussion and action on promoting Officer Adan Chavez to Patrol Detective for the Anthony, Texas Police Department

5.8 Presentation, discussion and action on 2024 racial profiling report for the Anthony, Texas Police Department as prescribed in Article 2.133(c), Code of Criminal Procedure, The Texas Commission of Law Enforcement

6.0 Reports

6.1 Public Works Department

6.2 Finance Department

6.3 Anthony Police and Municipal Court Department

6.3.1 January 2025 Monthly Chief Report

6.3.2 January 2025 Municipal Court Reports

6.4 Administration Department

6.4.1 Bingo Night – February 7 and 21

6.4.2 Application Deadline for Place on Ballot is February 14

7.0 EXECUTIVE SESSION

7.1 Town of Anthony's pending eviction litigation against Robert Lopez related to the Town's property municipally identified as 100 W. Rainbow Drive, Anthony, Texas 79821 (551.071 Consultation with Attorney

Reconvene into open session and take any action if necessary:

7.2 Take Action, if necessary, regarding Town of Anthony's pending eviction litigation against Robert Lopez related to the Town's property municipally identified as 100 W. Rainbow Drive, Anthony, Texas 79821

The next Regular Town Council meeting is scheduled at 5:30 PM on Monday, February 24, 2025.

8.0 Adjourn

Town Council reserves the right to retire into Executive Session to discuss any item on the agenda in accordance with the Texas Open Meetings: 551.071 Consultation with Attorney, 551.072 Deliberations Regarding Real Property, 551.073 Deliberations regarding Prospective Gift, 551.074 Personnel Matters; 551.076 Deliberations Regarding Security Devices, 551.087 Deliberations regarding Economic Development Negotiations.

CERTIFICATION

I certify that the above notice of the REGULAR MEETING was posted on the bulletin board at Town Hall, 401 Wildcat Dr Anthony, Texas 79821, Friday, February 7, 2025 before 5:30 p.m. and on the Town's website <https://townofanthony.org/agendasandminutes>



Valerie M. Armendariz, MPA, Town Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Clerk's office at (915) 886- 3944 or email at townclerk@townofanthony.org for further information.

HONORABLE MAYOR

Anthony David Turner, MPH

COUNCIL

Alicia Stevens, Place #1
Shawn Weeks, Place #2
Todd Welford, Place #3
Celia "Evette" Chavez, Place # 4
Eduardo "Eddie" Chavez, Place #5



MINUTES

Town of Anthony, Texas

January 27, 2025
REGULAR MEETING
at 5:30 p.m.

Anthony Town Hall,
401 Wildcat Drive
Anthony, Texas 79821

Notice is hereby given of a regular meeting of the Town of Anthony Council, to be held on Monday, January 27, 2025, at 5:30 p.m., Town Hall, 401 Wildcat Drive, Anthony, Texas 79821, for the purpose of considering the following agenda items. All agenda items are subject to action. The Town of Anthony Council reserves the right to meet in a closed session for consultation with the Town Attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 CALL TO ORDER; ROLL CALL- Mayor Turner called meeting to order at 5:30pm.

Council and Mayor were present.

2.0 PLEDGE OF ALLEGIANCE- Mayor Turner led the Pledge of Allegiance.

3.0 PUBLIC COMMENTS AND RECEIPT OF PETITIONS: *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed two minutes. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law – GC, 551.042.]*

No public comment.

4.0 Approve the Minutes of the following Town of Anthony Council Meetings:

- 01-13-2024 Regular Town Council Meeting

Councilwoman Stevens motioned to approve 01-13-2025 regular town council meeting with revision in line item 5.4 and clarify that Abbygail Romero hiring salary will be paid from a grant that the agency received from the Governor's office. Seconded by Councilman Weeks. Motion passed 5-0.

5.0 New Business:

- 5.1 Second Reading of an Ordinance** of the town council of the Town of Anthony, Texas, ordering and declaring that the home rule charter approved by a majority vote of the Anthony citizens on November 5, 2024 be adopted.

Second reading of Ordinance ordering and declaring that the home rule charter approved by voters of the Town of Anthony citizens on November 5, 2024 be adopted.

- 5.2 **Public Hearing and action on Ordinance** of the town council of the Town of Anthony, Texas, ordering and declaring that the home rule charter approved by a majority vote of the Anthony citizens on November 5, 2024 be adopted.

Councilwoman Stevens motioned to approve, seconded by Councilman Wolford. Motion passed 5-0.

- 5.3 Public Hearing and action on submission of an application to the Texas Department of Agriculture for the Texas Community Development Block Grant (TxCDBG) Program for 2025- 2026, in accordance with Texas Administrative Code, Title 4, Part 1, Section 30.7.

No public hearing from the public. No action taken.

- 5.4 Discussion and action on contract for election services between the Town of Anthony, Texas and the El Paso County Election Department for Uniform Election on May 3, 2025

Town Clerk states that this item is brought every year for election services. Councilman Weeks asked if this year the price went up, Town Clerk stated that this year is less than previous years. Councilman Wolford motioned to approve, seconded by Councilwoman Chavez. Motion passed 5-0.

- 5.5 Discussion and action on approving a raise in the mayor's stipend by \$10,000/yr for the FY 2025 to start in January 2025. The mayor's stipend is currently only \$14,400/yr and an Increase of \$10,000 is already included in the budget for FY 2025.

Councilwoman Stevens suggested that Mayor's stipend should increase by \$10,000. Councilwoman Stevens stated Mayor does a lot for the Town and should deserve an increase stipend. Town Attorney stated new stipend will take into effect when the City becomes home ruled in February. No action taken.

- 5.6 Discussion and action on Town Policy-Create a committee to read and review for redundancy, conflicts, clarification, and formalization of the various policies that have been established and followed by the department heads, staff, administration and council, and present the findings with recommendations to the council for further action if necessary

Councilwoman Stevens suggested that the town should have a written down policy with the established policies that have been approved by Council. Councilwoman Stevens states that the residents should be able to have access to them. The council mentioned that ordinances and resolutions can be found in the Anthony Municipal Code and in the Town website. Human Resources

Cynthia Ramirez suggest that each department head can establish a written policy for their department. No action taken.

5.7 Discussion and action on promoting Cpl. Lexis Martinez to the rank of Sergeant

Chief Enriquez mentioned promoting Cpl. Lexis Martinez to the rank of Sergeant. Chief mentioned the agency has budgeted to have three patrol Sergeants. Councilman Chavez motioned to approve, seconded by Councilman Wolford. Motion passed 5-0.

5.8 Presentation on the new police patch for the Anthony, Texas Police Department
Chief Enriquez presented the redesigned of the police patch and presented the symbolism and meaning behind the design.

5.9 Discussion and action on services rendered by Bojorquez Law Firm for Municipal Court Prosecutor

The municipal court has a prosecutor assigned to prosecute the cases; however, the amount of money is exceeding the allocated annual budget. Recommendation was to acquire an in-house prosecutor. Therefore, it was recommended to render the prosecutor services form Bojorquez Law Firm contract. Councilman Wolford motioned to rendered services with Bojorquez Law Firm for Municipal Court prosecutor. Seconded by Councilman Chavez. Motion passed 5-0.

5.10 Discussion and action on hiring Daniel Robledo as the Anthony Municipal Court Prosecutor

Mayor Turner stated that Mr. Robledo will be coming in monthly. He would be classified as a Salary Professional Exemption paid in an agreed monthly rate with health benefits included. Councilman Wolford mentioned if money will eventually be moved. The Chief stated that eventually around \$500 would have to be moved from line items. Councilman Chavez motioned to approve, seconded by Councilman Chavez. Motion passed 5-0.

5.11 Discussion and action on reclassifying hourly employees to salary administrative employee exemption for Araceli Alfaro, Rosa Hernadez, Carlos Fierro, and Rebecca Martinez

Mayor Turner is recommended to delete the item as the council gets further clarification. Councilman weeks asked what the salary administrative exempt means. HR Mrs. Ramirez stated that under the DOL parameter that certain positions that hit certain prongs the entity is allowed as exempt from overtime. The employee is guaranteed a specific salary as long as it exceeds \$684 a week threshold. Councilman Chavez motioned to delete, seconded by Councilman Wolford. Motion passed 5-0.

6.0 Reports

6.1 Public Works Department- Arnie, the Public Works Superintendent presented council and Mayor information about a pending letter form TCEQ. Also mentioned that Parkhill came up with drawings for 4th Street.

6.1.1 Meeting with Nelisa Heddin Consulting for Water and Sewer Rate Study on February 3, 2025

6.2 Finance Department- Nothing to report.

6.3 Anthony Police and Municipal Court Department- Nothing to report.

6.4 Administration Department- Mayor Turner went over the following information.

- 6.4.1 Request for Proposal (RFP) for Real Estate Appraisal Services
Note: All publications will be available on <https://townofanthony.org/news>
- 6.4.2 GoGov Town App – Voice and Texas Messages should be LIVE on February 15, 2025
- 6.4.3 Elections – Application for place on ballot due February 14, 2025, <https://townofanthony.org/elections>
- 6.4.4 Early Election will be April 22, 2025 to April 29, 2025
- 6.4.5 Quarterly Newsletter
- 6.4.6 Town Mural

7.0 EXECUTIVE SESSION

7.1 Economic Development Letter of Intent with Plata Partners, LLC and Wolfe Family LLC (551.071 Consultation with Attorney & 551.087 Economic Development Negotiations)

7.2 Economic Development: 892 acres, 900 Ginger, L.P. and Exit 0, L.P. (551.071 Consultation with Attorney & 551.087 Economic Development Negotiations)

7.3 Town of Anthony's pending eviction litigation against Robert Lopez related to the Town's property municipally identified as 100 W. Rainbow Drive, Anthony, Texas 79821 (551.071 Consultation with Attorney)

The council went into close session at 6:23pm.

**Reconvene into open session and take any action if necessary:
Council reconvene into open session at 6:59pm.**

7.4 Take Action, if necessary, regarding Economic Development Letter of Intent with Plata Partners, LLC and Wolfe Family LLC.

Councilman Wolford motion to authorize Mayor to sign a letter of intent with Plata Partners, LLC and Wolfe Family LLC. Seconded by councilman Chavez. Motion passed 5-0.

7.5 Take Action, if necessary, regarding Economic Development 892 acres, 900 Ginger, L.P. and Exit 0, L.P.

No action taken.

7.6 Take Action, if necessary, regarding Town of Anthony's pending eviction litigation against Robert Lopez related to the Town's property municipally identified as 100 W. Rainbow Drive, Anthony, Texas 79821

No action but there are instructions from the council to proceed.

The next Regular Town Council meeting is scheduled at 5:30 PM on Monday, February 10, 2025.

ADJOURN MEETING – Councilman Chavez motioned to adjourn meeting at 7:00pm, seconded by Councilman Weeks. Motion passed 5-0.

MINUTES PASSED AND APPROVED ON FEBRUARY 10, 2025.

{seal}

**APPROVED BY HONORABLE MAYOR
ANTHONY DAVID TURNER, MPH**

**SUBMITTED BY: TOWN CLERK
VALERIE M. ARMENDARIZ, MPA**

HONORABLE MAYOR
Anthony David Turner, MPH

MAYOR PRO TEM
Alicia Stevens, Place #1

COUNCIL
Shawn Weeks, Place #2
Todd Wolford, Place #3
Celia "Evette" Chavez, Place #4
Eduardo "Eddie" Chavez, Place #5



MINUTES

Town of Anthony, Texas

February 5, 2025
SPECIAL MEETING
at 4:00 p.m.

Anthony Town Hall,
401 Wildcat Drive
Anthony, Texas 79821

Notice is hereby given of a special meeting of the Town of Anthony Council, to be held on **Wednesday, February 5, 2025, at 4:00 p.m.**, Town Hall, 401 Wildcat Drive, Anthony, Texas 79821, for the purpose of considering the following agenda items. All agenda items are subject to action. The Town of Anthony Council reserves the right to meet in a closed session for consultation with the Town Attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 CALL TO ORDER Meeting was call to order by Mayor Turner at 4:00pm

2.0 QUORUM We have a quorum: Present Council Weeks, Mayor Pro- Tem Stevens, Council Chavez #4 and Council Wolford. Mayor Turner was present. Absent: Council Chavez #5.

3.0 PLEDGE OF ALLEGIANCE Pledge was led by Council and Mayor.

4.0 PUBLIC COMMENTS AND RECEIPT OF PETITIONS: *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed two minutes. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law – GC, 551.042.]*
No one signed up for public comment for the record.

5.0 NEW BUSINESS:

5.1 Discussion and action on infrastructure improvement projects for Texas Community Development Block Grant (TxCDBG) Program 2025- 2026
Town Clerk presented the priority list of streets, and the project already started is 3rd Street from Franklin to Poplar. Town Clerk will be submitting this project to the grant for funding to begin infrastructure upgrades. The initial task done for Third Street project is the survey which was approved on February 22, 2022. No Action Taken.

5.2 Discussion and action on Town of Anthony 5 Year and 10 - Year Plan
Mayor Turner and Town Clerk provided the 2014 Comprehensive 10-Year Plan to Council for preliminary meeting to discuss the main topics: Community Goals & Objectives, Population Analysis, Housing Study, Land Use Study, Water Supply & Distribution Study, Wastewater Collection & Treatment System Study, Storm Drainage System Study, Street System Study, Economic Development Study, Central Business District Study, Recreation & Open Space Study, Capital Improvement Program, Funding Sources, Zoning Ordinance and Subdivision Ordinance. Council main focus is to ensure if the town establishes a new 10-year plan, that there is consistency of following the comprehensive plan and not deviate from the established projects and meet all deadlines. Council and Mayor directed Town Clerk to begin inquiring about possibly hiring Grant Works once again to do a new comprehensive plan and also meet with town engineer to review streets probable costs since the probable

costs were done in 2022. The town needs to redo the estimates for all streets, water and wastewater project costs due to inflation. No action taken.

6.0 ADJOURNMENT Motion made by Mayor Pro Tem Stevens, and seconded by Council Wolford to end meeting at 6:00 PM

MINUTES PASSED AND APPROVED ON FEBRUARY 10,2025.

{seal}

**APPROVED BY HONORABLE MAYOR
ANTHONY DAVID TURNER, MPH**

**SUBMITTED BY: TOWN CLERK
VALERIE M. ARMENDARIZ, MPA**

El Paso Times

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Notice Publish Date:

Wednesday, January 15, 2025

Notice Content

Public hearing for an ordinance no. 2025-12-0113 of the town council of the town of Anthony, Texas, ordering and declaring that the home rule charter approved by a majority vote of the Anthony citizens on November 5, 2024, is adopted. First reading regular town council meeting 01-13-2025 Second reading regular town council meeting 01-27-2025 Final reading regular town council meeting 02-10-2025 Please visit for more information: <https://townofanthony.org/chartercommittee>

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ORDINANCE NO. 2025 – 12 - 0113

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ANTHONY, TEXAS, ORDERING AND DECLARING THAT THE HOME RULE CHARTER APPROVED BY A MAJORITY VOTE OF THE ANTHONY CITIZENS ON NOVEMBER 5, 2024, IS ADOPTED.

WHEREAS, Article XI, Section 5 of the Texas Constitution grants the power of local self-government to home-rule cities and states that once a city has more than 5,000 inhabitants, it is authorized to hold an election on the matter of adopting a home-rule city charter; and

WHEREAS, the Town Council has previously found that the City's population exceeded 5, 000 inhabitants, and Town Council established a Home-Rule Charter commission to draft a proposed Town of Anthony Charter to be submitted to the qualified voters at an election on the matter; and

WHEREAS, an election was held on November 5, 2024, on the question of whether the Town of Anthony should adopt a Home Rule Charter; and

WHEREAS, the official canvass of the returns of the election on November 18, 2024, showed that a majority of citizens of the Town of Anthony voted to adopt the Home Rule Charter; and

WHEREAS, pursuant to Texas Local Government Code section 9.005(b), the Town Council finds and determines that it must issue an order in the City records declaring the charter adopted and making the newly adopted charter effective.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANTHONY, TEXAS:

1. FINDINGS OF FACTS

The Town Council of the City of Anthony hereby orders and declares that the Home Rule Charter approved by the citizens of the City of Anthony on November 5, 2024, is hereby adopted.

2. RECITALS

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

3. NOTICE

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551. Notice was also provided as required by Chapter 395 of the Code.

4. EFFECTIVE DATE

This Ordinance shall be effective upon passage.

PASSED & APPROVED this 10 day of February 2025.

CITY OF ANTHONY

By: _____

Anthony David Turner, Mayor

ATTEST:

By: _____

Valerie Armendariz, Town Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth, City Attorney

First Reading 01-13-2025 Regular Town Council meeting

Second Reading 01-27-2025 Regular Town Council meeting

Final Reading 02-10-2025 Regular Town Council Meeting

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of Anthony

Contracting Entity (“Owner”): Town of Anthony

Main Office Address: 401 Wildcat Drive, Anthony, Texas 79821

THIS POLLING PLACE AGREEMENT, (the “Agreement”) is entered into and effective the **1st** day of **February** **2025** between El Paso County, Texas (the “**County**”), a political subdivision of the State of Texas, and **Town of Anthony** as “Owner” (“**Owner**”), individually the “Party” and, collectively with the County, the “Parties”). For purposes of this Agreement, “County” will specifically include the El Paso County Elections Administrator and her designees.

Owner and County agree that Owner will provide the County space (the “Polling Place”) located within **Town of Anthony in Attachment(s) 1-4** (the “Premises”) as a location for conducting public elections on the dates and during the times shown below.

In consideration of the mutual covenants and promises in this Agreement the Parties agree as follows:

1. Election Dates: Owner shall provide a room that is specified in Attachment(s) **1-4**, located at the Premises as a Polling Place for the **2025** elections indicated below. County will have access to the Polling Place on the dates noted in the Attachment(s) by way of the Premises each designated Voting Period for the purpose of conducting local, state and national elections as needed. For purposes of this Agreement, “Voting Period” shall mean the intervals in which votes are accepted pursuant to the Texas Elections Code and shall include the early voting period and the Election Day and any other periods as specified in the accompanying Attachment(s). The Polling Place will not be used for any other purpose during this time. Polling Place closing times during the Voting Period may be adjusted past 7:00 P.M. in the event that at 7:00 P.M. there are voters remaining in line to vote. The Polling Place will remain open until all voters who were in line to vote at 7:00 P.M. have had the opportunity to vote.

Any attempt to change or move the Polling Place prior to or during Voting Periods may be viewed by the public as an attempt to confuse or mislead voters. As such, Owner shall take all reasonable steps to avoid any change in location of the Polling Place. Absent an Emergency, Owner shall obtain County’s written consent prior to changing or moving the Polling Place. An “Emergency” is defined as an event beyond the reasonable control of the Owner, including electricity outage, air conditioning unit malfunction, fire, flood, riots, or war, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by Owner.

2. Access to Premises/Polling Place: Prior to Voting Period, Owner shall provide County election workers access to the Premises and the Polling Place for delivery and storage of election equipment needed to conduct the election. Access is limited to regular County election workers and does not include access by election judges, or election clerks. Access shall be granted to the County during each Voting Period. Owner will coordinate with County on additional dates and times when County will be allowed to set up tables and chairs for election judges and clerks, electronic ballot machines, and related

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of Anthony

equipment necessary to conduct the elections. Equipment delivery date(s) and approximate delivery times for the 2025 elections are as specified on the Attachments(s).

- 2.1 Election equipment will be delivered to a storage area as agreed in Attachment(s) **1-4**. County and Owner acknowledge and agree that County employees shall be solely authorized to unload, load, move, or handle election equipment located on the Premises before, during, and after the Voting Period.
3. Voting Period Access: Owner or Owner's designee and County will coordinate in advance and Owner shall provide County access to the Polling Place by means specified in Attachment(s) **1-4**.
4. Post-Voting Period: Owner shall provide access to the Premises to the County between the hours of 8:00 A.M. and 5:00 P.M. for pick-up of the election equipment. Owner and County shall coordinate on dates for equipment pick-up by County Elections Department staff.
5. Owner Contacts: The Owner shall designate a primary, a secondary, and an emergency contact person for Voting Period to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates. Contacts shall be as designated in Attachment(s) **1-4**.
6. County Contacts: The following persons are designated as the County's contacts to assure proper communication and access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:
 - a. Primary Contact: Claudia Ramirez, Elections Generalist Intermediate
Email Address (if any): claramirez@epcounty.com
Phone Number: (915)974-5323
 - b. Secondary Contact: Vanessa Ruiz, Elections Administration Coordinator
Email Address (if any): vruiz@epcounty.com
Phone Number: (915)273-3597
 - c. Emergency contact for Voting Period. Emergency contact will be available between 6:00 a.m. and approximately 11:00 p.m. on election day:
Emergency Contact: Vanessa Ruiz, Elections Administration Coordinator
Email Address (if any): vruiz@epcounty.com
Phone Number: (915)273-3597
 - d. Emergency Contact: Claudia Ramirez, Elections Generalist Intermediate
Email Address (if any): claramirez@epcounty.com
Phone Number: (915)974-5323
7. Polling Place Equipment: The Owner will endeavor to assist the County in providing tables and chairs for Voting Period judges and clerks. In the event Owner cannot provide

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of Anthony

the requested equipment, Owner will notify County no less than 30 days before each Voting Period.

8. Premise and Polling Place Conditions:

- a. Owner is providing the Polling Place without charge to the County. There may be a reimbursement for actual expenses resulting from the use of a building in those instances specifically permitted under Election Code Chapter 43. In that event, the County and the Owner will state the specific purpose and amount for which the charge is incurred.
- b. Owner will provide the Polling Place in a clean and orderly state. County will return the Polling Place in the same condition. Owner will coordinate with County to provide the Polling Place(s) with access to working electrical outlets. All electrical outlets inside the Polling Place shall be in good working order.
- c. The parking lot or parking area at the Premises shall be clear of all obstructions which would impede voter access during Voting Period.
- d. During the Voting Period, Owner will provide and reserve one (1) parking space as curbside voting parking that is not designated handicap parking space, as required by law ("Reserved Curbside Voting Parking"). The area for the Reserved Curbside Voting Parking space will be clearly marked with a sign: (1) indicating that the space is reserved for use by a voter who is unable to enter the polling place; and (2) displaying, in large font that is clearly readable from a vehicle, a telephone number that a voter may call or text to request assistance from an election officer at the polling place. As an alternative to displaying a telephone number, the area for the Reserved Curbside Voting Parking space may provide the voter with a button or intercom that the voter may use to request assistance from an election officer. The County will provide the required signs, button or intercom mentioned herein. Owner will comply with allowing the County to install such signs, button or intercom during the Voting Period.
- e. During the Voting Period, Owner will ensure that Polling Place(s) maintain at least one door leading to the polling site unlocked or continuously manned by one of their employees to open the door to oncoming voters to ensure access to the polling place and compliance with the Americans with Disabilities Act.
- f. Owner will endeavor to provide additional parking for disabled voters during the Voting Period, according to and in compliance with any State and Federal laws that may apply.
- g. Owner will coordinate with County to ensure that in accordance with Texas law, each Polling Place is organized to prohibit electioneering within 100 feet of entrances to the Polling Places. Owner and County will coordinate to determine the limits of the required perimeter and placement of distance markers. Owner may allow electioneering materials to be displayed on the Premises from 7:00 A.M. to 7:00 P.M. during Voting Period based on Owner's own policies and procedures provided that such displays do not conflict with Texas law.
- h. Notwithstanding the requirements of Texas Election Code Section 127.1232(b), during the Voting Period, Owner will ensure that for the entirety of the Voting Period, any and all electronic surveillance devices capable of recording or capturing video or audio contained in Polling Place(s) are powered off. In the event such devices cannot be powered off, Owner will ensure that such electronic

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of Anthony

surveillance devices are positioned in such a way that they cannot capture video and rendered incapable of capturing audio within the Polling Place(s).

- i. During the Voting Period, Owner will ensure that for the entirety of the Voting Period, all climate control devices maintained by Owner contained within the Polling Place(s) are maintained in good working condition and powered on.
 - j. Nothing in this Agreement imposes any duty on the County to maintain, repair, or improve the Premises or cure any premise defect of the property on which the Polling Place is located. Owner further agrees not to remove any electioneering material from the property until the election is completed. Owner understands that the organizations and persons placing the electioneering materials are responsible for their removal.
9. **Waiver.** A waiver of this Agreement, or any of its terms, shall not be valid unless the waiver is in writing and signed by the Party against which the enforcement of the waiver is sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation, nor shall any single or partial exercise of any right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise or insistence of the exercise of any other right, power or remedy.
10. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.
11. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
12. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.
13. **Venue.** For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.
14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, but rather this entire Agreement will be construed

**2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony**

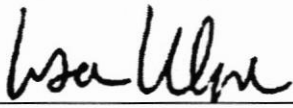
as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance with this Agreement. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

16. **No Agency.** Neither Owner nor any employee of Owner, and neither County nor any employee of County is an agent, or employee of one another. Both County and Owner understand and agree that neither Party is responsible or liable to each other for third party actions, or any other electioneering actions.
17. **No Extension of Benefits.** This Agreement does not and shall not be construed to entitle either Party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other Party.
18. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony

Executed in duplicate in El Paso County, Texas, this 4th, day of February, 25.

COUNTY OF EL PASO, TEXAS

By: 
Lisa Wise
El Paso County Elections Administrator

By: _____
Betsy Keller
El Paso County Chief Administrator

TOWN OF ANTHONY

By: _____
Signature of Authorized Representative
(Signor must have legal authority to bind entity)

Anthony Turner
Printed Name of Representative

915-886-3944
Primary Phone Number

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of

Anthony ATTACHMENT 1

Type of Election: May 2025 Uniform Election
Early Voting Period #1: Tuesday, April 22, 2025 through Friday, April 25, 2025
Hours of Voting #1: 8:00 A.M. – 5:00 P.M.
Early Voting Period #2: Saturday, April 26, 2025 and Sunday, April 27, 2025
Hours of Voting #2: 12:00 P.M. – 5:00 P.M.
Early Voting Period #3: Monday, April 28, 2025 and Tuesday, April 29, 2025
Hours of Voting #3: 8:00 A.M. – 5:00 P.M.

The following persons are designated as the Owner's contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

Premises Entity: Town of Anthony
Physical Polling Location: Anthony Town Hall
Physical Polling Address: 401 Wildcat Dr., Anthony, Texas 79821

Primary Contact & Title: Valerie Armendariz, Town Clerk
Email Address: varmendariz@townofanthony.org
Phone Number: 915-886-3944
Cell Phone Number: _____

Secondary Contact & Title: Carlos Enriquez, Chief of Police
Email Address: cenriquez@townofanthony.org
Phone Number: 915-886- 3838
Cell Phone Number: _____

Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.

Emergency Contact & Title: Sgt. Lorena Chavez, Anthony Police Dept
Email Address: lchavez@townofanthony.org
Phone Number: 915-886-3838
Cell Phone Number: _____

Owner shall provide (specify room): Anthony Municipal Court as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above):
Anthony Municipal Court on the **Tuesday, April 15, 2025** through **Thursday, April 17, 2025** between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from **7:00 A.M. until 6:00 P.M.** each designated Voting Period for the purpose of conducting local, state and national elections as needed, provided however, that the times will be adjusted accordingly in the event the Polling Place remains open past 7:00 P.M. for reasons described in Section 1 of this Agreement.

Voting Period:
☒ Owner will supply **two 8 foot tables and eight chairs.**
☐ Facility cannot supply tables or chairs.

Voting Period Access:
☒ Owner will open Polling Place by **7:00 A.M.**

**2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony**

____ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

Parking Spaces:

☒ Owner will provide and reserve at least 3 additional non-curbside parking spaces for voters only.

____ Owner cannot provide and reserve additional non-curbside parking spaces for voters.

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of

Anthony ATTACHMENT 2

Type of Election: May 2025 Uniform Runoff
Early Voting Period #1: Tuesday, May 27, 2025 through Friday May 30, 2025
Hours of Voting #1: 8:00 A.M. – 5:00 P.M.
Early Voting Period #2: Saturday, May 31, 2025 and Sunday June 1, 2025
Hours of Voting #2: 12:00 P.M. – 5:00 P.M.
Early Voting Period #3: Monday, June 2, 2025 and Tuesday June 3, 2025
Hours of Voting #3: 8:00 A.M. – 5:00 P.M.

The following persons are designated as the Owner's contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

Premises Entity: Town of Anthony
Physical Polling Location: Anthony Town Hall
Physical Polling Address: 401 Wildcat Dr., Anthony, Texas 79821

Primary Contact & Title: Valerie Armendariz, Town Clerk
Email Address: varmendariz@townofanthony.org
Phone Number: 915-886-3944
Cell Phone Number:

Secondary Contact & Title: Carlos Enriquez, Chief of Police
Email Address: cenriquez@townofanthony.org
Phone Number: 915-886-3838
Cell Phone Number:

Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.

Emergency Contact & Title: Sgt. Lorena Chavez, Anthony Police Dept
Email Address: lchavez@townofanthony.org
Phone Number: 915-886-3838
Cell Phone Number:

Owner shall provide (specify room): Anthony Municipal Court as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): Anthony Municipal Court on the **Wednesday, May 21, 2025** through **Friday, May 23, 2025** between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from **7:00 A.M. until 6:00 P.M.** each designated Voting Period for the purpose of conducting local, state and national elections as needed, provided however, that the times will be adjusted accordingly in the event the Polling Place remains open past 7:00 P.M. for reasons described in Section 1 of this Agreement.

Voting Period:
☒ Owner will supply **two 8 foot tables and eight chairs.**
☐ Facility cannot supply tables or chairs.

Voting Period Access:
☒ Owner will open Polling Place by **7:00 A.M.**

**2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony**

____ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

Parking Spaces:

☒ Owner will provide and reserve at least 3 additional non-curbside parking spaces for voters only.

____ Owner cannot provide and reserve additional non-curbside parking spaces for voters.

**2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony
ATTACHMENT 3**

Type of Election: May 2025 Uniform Election
Date of Election: Saturday, May 3, 2025
Hours of Voting: 7:00 A.M. – 7:00 P.M.

Type of Election: May 2025 Runoff Election,
is contingent upon the
May 2025 Uniform Election
Election results
Date of Election: Saturday, June 7, 2025
Hours of Voting: 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner's contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

Premises Entity: Town of Anthony
Physical Polling Location: Anthony Town Hall
Physical Polling Address: 401 Wildcat Dr., Anthony, Texas 79821

Primary Contact & Title: Valerie Armendariz, Town Clerk
Email Address: varmendariz@townofanthony.org
Phone Number: 915-886-3944
Cell Phone Number: _____

Secondary Contact & Title: Carlos Enriquez, Chief of Police
Email Address: cenriquez@townofanthony.org
Phone Number: 915-886-3838
Cell Phone Number: _____

Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.

Emergency Contact & Title: Sgt. Lorena Chavez, Anthony Police Dept
Email Address: lchavez@townofanthony.org
Phone Number: 915-886-3838
Cell Phone Number: _____

Owner shall provide (specify room): Anthony Municipal Court as the Polling Place.

May 2025 Uniform Election: Election Equipment will be delivered to storage area (if different from Polling Place above): Anthony Municipal Court between the dates of **Wednesday, April 30, 2025**, through **Friday, May 2, 2025** between the hours of 8:00 A.M. to 5:00 P.M.

May 2025 Runoff Election: Election Equipment will be delivered to storage area (if different from Polling Place above): Anthony Municipal Court between the dates of **Wednesday, June 4, 2025**, through **Friday, June 6, 2025** between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from **6:00 A.M. until 8:00 P.M.** each designated Voting Period for the purpose of conducting local, state and national elections as needed, provided however, that the times will be adjusted accordingly in the event the Polling Place remains open past 7:00 P.M. for reasons described in Section 1 of this Agreement.

Voting Period:

☒ Owner will supply **two 8 foot tables and eight chairs.**
☐ Facility cannot supply tables or chairs.

Voting Period Access:

**2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony**

☒ Owner will open Polling Place by **6:00 A.M.**

☐ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

Parking Spaces:

☒ Owner will provide and reserve at least 3 additional non-curbside parking spaces for voters only.

☐ Owner cannot provide and reserve additional non-curbside parking spaces for voters.

**2025 POLLING PLACE AGREEMENT Between El Paso County and Town of
Anthony
ATTACHMENT 4**

Type of Election: November 2025 Uniform Election
Date of Election: Tuesday, November 4, 2025
Hours of Voting: 7:00 A.M. – 7:00 P.M.

Type of Election: December 2025 Runoff Election, is contingent upon the November 2025 Uniform Election.
Election results;
Date of Election: Saturday, December 13, 2025
Hours of Voting: 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner's contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

Premises Entity: Town of Anthony
Physical Polling Location: Anthony Town Hall
Physical Polling Address: 401 Wildcat Dr., Anthony, Texas 79821

Primary Contact & Title: Valerie Armendariz, Town Clerk
Email Address: varmendariz@townofanthony.org
Phone Number: 915-886-3944
Cell Phone Number: _____

Secondary Contact & Title: Carlos Enriquez, Chief of Police
Email Address: cenriquez@townofanthony.org
Phone Number: 915-886-3838
Cell Phone Number: _____

Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.

Emergency Contact & Title: Sgt. Lorena Chavez, Anthony Police Dept
Email Address: lchavez@townofanthony.org
Phone Number: 915-886-3944
Cell Phone Number: _____

Owner shall provide (specify room): Anthony Municipal Court as the Polling Place.

November 2025 Uniform Election: Election Equipment will be delivered to storage area (if different from Polling Place above): Anthony Municipal Court between the dates of **Friday, October 31, 2025, Saturday, November 1, 2025 and Monday, November 3, 2025** between the hours of 8:00 A.M. to 5:00 P.M.

December 2025 Runoff Election: Election Equipment will be delivered to storage area (if different from Polling Place above): Anthony Municipal Court between the dates of **Wednesday, December 10, 2025** through **Friday, December 12, 2025** and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from **6:00 A.M. until 8:00 P.M.** each designated Voting Period for the purpose of conducting local, state and national elections as needed, provided however, that the times will be adjusted accordingly in the event the Polling Place remains open past 7:00 P.M. for reasons described in Section 1 of this Agreement.

Voting Period:

☒ Owner will supply **two 8 foot tables and eight chairs.**
☐ Facility cannot supply tables or chairs.

2025 POLLING PLACE AGREEMENT Between El Paso County and Town of Anthony

Voting Period Access:

☒ Owner will open Polling Place by **6:00 A.M.**

☐ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

Parking Spaces:

☐ Owner will provide and reserve at least 3 additional non-curbside parking spaces for voters only.

☐ Owner cannot provide and reserve additional non-curbside parking spaces for voters.

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2025**

This Agreement (“Agreement”) is made by and between the **EL PASO AREA TRANSPORTATION SERVICES, LGC** (“EPATS”) and the **TOWN OF ANTHONY** (“ANTHONY”), acting by and through their duly authorized officials. EPATS and ANTHONY are each referred to hereinafter as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, EPATS is a local government corporation organized and existing under the laws of the State of Texas for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions and services (the “Transit Service”) for the residents of the Greater El Paso community; and

WHEREAS, ANTHONY is a political subdivision of the State of Texas and is a member entity of EPATS and has appointed a representative to serve on the EPATS Board of Directors; and

WHEREAS, the Parties are committed to working together to provide and improve the Transit Service in El Paso County; and

WHEREAS, ANTHONY agrees that as a member entity of EPATS it will make a financial contribution to support the Transit Service for fiscal year 2025; and

WHEREAS, the Parties acknowledge that the amount of ANTHONY’s financial contribution was calculated and determined by the Texas A&M Transportation Institute (“TTI”) and that TTI has provided or made available information explaining the Transit Service for fiscal year 2025, the different funding sources for the Transit Service, and the methodology used by TTI to calculate the amounts of the financial contributions to be made by ANTHONY and each of the other member entities of EPATS; and

WHEREAS, pursuant to and under the authority of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, EPATS and ANTHONY are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, provisions, and mutual benefits received as set forth herein, which is hereby acknowledged by EPATS and the Member Entities, the parties agree as follows:

AGREEMENT

1. **Effective Date:** This Agreement is effective when signed by the Parties' authorized representatives. This Agreement will remain in effect through September 30, 2025, unless terminated as provided below.
2. **Termination:** This Agreement terminates on September 30, 2025, unless prior to that date:
 - a. The Agreement is terminated in writing with the Parties' mutual consent; or
 - b. The Agreement is terminated by one Party because of a breach by the other Party, after providing written notice and a reasonable opportunity to cure the breach.
3. **Administrative and Fiscal Agent:** The Rio Grande Council of Governments ("COG") serves as the administrative and fiscal agent of EPATS.
4. **Transit Service:** EPATS has approved the Transit Service for fiscal year 2025, which may be changed or amended as necessary to ensure the safe or efficient operation of the Transit Service. If a material change to the Transit Service occurs, EPATS will promptly notify ANTHONY but no later than thirty (30) days.

Furthermore, notwithstanding anything to the contrary, EPATS and ANTHONY agree that the County of El Paso has the authority to take immediate action to initiate a change or modification to the Transit Service without prior approval from EPATS if the change or modification is needed to address a significant safety issue or public concern. The County will notify EPATS of any such change at the next EPATS Board meeting, or as soon as possible. The Parties agree that required detours or other short-term changes do not require any notification to or action by EPATS.

5. **Contribution Amount:** ANTHONY will pay EPATS the sum of \$27,500.00 for fiscal year 2025 within thirty (30) business days of the Agreement's effective date.
6. **Use of Contribution Amount:** ANTHONY agrees that EPATS may use all funds received under this Agreement for any and all lawful purposes necessary to carry out the purposes of this Agreement.
7. **Refund of Contribution Amount:** If either Party terminates the Agreement before September 30, 2025, ANTHONY may request a refund of the remaining balance of its financial contribution amount that has not yet been used, spent, promised, or allocated by EPATS towards the Transit Service.
8. **Notices and Payments:** All notices and payments required by this Agreement must be sent to the Rio Grande Council of Governments by mail to the following address:

Rio Grande Council of Governments
Annette Gutierrez, Executive Director

8037 Lockheed Drive, Suite 100
El Paso, Texas 79925

NOTE: Payments submitted under this Agreement shall be made payable to: RIO GRANDE COUNCIL OF GOVERNMENTS

9. **Suspension of Transit Service:** If ANTHONY fails to pay its contribution amount, EPATS may immediately suspend all services provided to ANTHONY under the Transit Service.
10. **Public Meetings:** ANTHONY agrees to participate in public meetings pertaining to the Transit Service, assist with coordinating such events, including coordination with EPATS marketing efforts, and locating or providing facilities where public meetings can be hosted with easy access to the community. ANTHONY will advertise and announce public meetings pertaining to the Transit Service on its social platforms.
11. **EPATS Duties and Responsibilities:** The Parties agree that EPATS shall have the following duties and responsibilities for the Transit Service:
 - A. Approve and implement the Transit Service for fiscal year 2025.
 - B. Hold public meetings to discuss, review, evaluate, and take appropriate action related to the Transit Service, including public engagement, marketing plans, and the functioning and operations of EPATS and the Transit Service.
 - C. Prepare, approve, and implement policies and procedures for EPATS and the Transit Service.
12. **El Paso County Duties and Responsibilities:** The Parties agree that El Paso County shall have the following duties and responsibilities for the Transit Service:
13. Maintain, repair, and clean the bus stops and related amenities consistent with the Transit Service, including removing trash, graffiti, debris, snow, ice, or other hazards and obstacles. All repairs will meet the same specifications as El Paso County construction specifications.
14. Install and maintain bus stop poles and signs at bus stops for the Transit Service. The graphics used for the signs and the locations of the poles and signs shall be approved by El Paso County prior to installation.
15. Construct and maintain (or cause to be constructed and maintained) all necessary facilities at the bus stops, including any necessary sidewalks, pavement, lighting, or bus shelters. Maintenance will include cleaning trash, debris, snow, ice, or other hazards or obstacles at bus stops. At the same time, ANTHONY shall be responsible for the infrastructure required to close any gaps in pedestrian connectivity to the bus shelter facility.

16. ANTHONY Duties and Responsibilities: The Parties agree that ANTHONY shall have the following duties and responsibilities regarding the Transit Service:

- A. ANTHONY shall permit EPATS to operate the Transit Service on its streets and at approved bus stops. ANTHONY shall provide all maintenance of the streets as necessary and shall be responsible for wear and tear of pavement surfaces.
- B. ANTHONY shall provide EPATS and County of El Paso with guidance and will help expedite the obtaining of all permits, licenses, inspections, and permissions required for the Transit Service in its jurisdiction.
- C. ANTHONY shall assist in marketing and communications regarding the Transit Service to residents using ANTHONY's website, resident newsletter, or other methods of communication controlled by ANTHONY or the County of El Paso.

17. No Indemnification: The Parties agree that no Party will have the right to seek indemnification or contribution from any other Party for any losses, costs, expenses, or damages arising from this Agreement. Each Party must handle any claims resulting from their actions in this Agreement. Each Party agrees that each will be responsible for the acts or omissions of its respective agents, employees, and representatives.

18. General Provisions:

- A. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing herein shall be construed as a waiver by either Party of its constitutional, statutory, or common law rights, privileges, immunities, or defenses. To the extent the terms of this paragraph conflict with any other provision in this Agreement, the terms of this paragraph shall control.
- B. **No Waiver.** A Party may waive any default without waiving any prior or subsequent defaults. A Party's failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of such right.
- C. **Independent Contractor Relationship.** Nothing in this Agreement will be construed to constitute either Party as a partner, employee or agent of the other Party, nor will either Party have the authority to bind the other in any respect. Each Party will remain an independent contractor responsible for its own actions.
- D. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- E. **Public Information Act.** It is the independent responsibility of the Parties to comply with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act), as those provisions apply to the Parties' respective information.
- F. **Governing Law.** Texas law governs this Agreement.

- G. Venue.** The venue for disputes regarding this Agreement among the Parties will be El Paso County, Texas.
- H. Severability.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. Headings.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. Compliance with the Laws.** The Parties will comply with all applicable laws, administrative orders, and rules or regulations relating to the obligations under this Agreement.
- K. Force Majeure.** There is no breach of contract should any Party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances beyond any Party's reasonable control. The delayed Party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- L. Successors and Assigns.** This Agreement binds the Parties and the Parties' successors and assigns. No Party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other Party.
- M. Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.
- N. Provisions Surviving this Agreement.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- O. Representations and Warranties.** Each person executing this Agreement on behalf of any Party hereby represents and warrants that they have full and complete authority to sign on behalf of their respective Party.
- P. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
- Q. Amendments.** This Agreement may be amended at any time by written instruments executed by the authorized officials of the Parties.

(Signature pages follow)

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2025**

Signature page for the El Paso Area Transportation Service Local Government Corporation

APPROVED this ____ day of November 2024.

Chair Carlos Leon
EPATS, LGC Board Chair

STATE OF TEXAS

COUNTY OF EL PASO

§
§
§
§

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2025**

Signature page for the Town of Anthony, Texas

APPROVED this ____ day of November 2024.

Anthony David Turner
Mayor

INTERLOCAL AGREEMENT BETWEEN
TOWN OF ANTHONY AND
ANTHONY INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement (this "Agreement") is made between the TOWN OF ANTHONY,
TEXAS ("Town") and ANTHONY INDEPENDENT SCHOOL DISTRICT ("School District") as of
January 27, 2025

1. Recitals.

WHEREAS, the Town maintains a park located at 102 Richard White Road in Anthony, Texas (the "Park"); and

WHEREAS, the park includes a baseball field for use of the public; and

WHEREAS, the Town and School District agree that the School District will have use the baseball field for its high school and middle school baseball program during the School District's baseball season; and

WHEREAS, the School District and Town are authorized to enter into interlocal agreement pursuant to Section 791.001, et seq.1 Texas Government Code; and

WHEREAS, the arrangements provided through this Agreement will afford efficiency and cost savings to the Town and School District and will benefit their respective students, residents and taxpayers;

NOW THEREFORE, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

- 2. Use of Baseball Field.** The School District is hereby authorized to use the baseball field at 102 Richard White during its regular baseball season for practices and games.

The School District shall have the first and exclusive right to the baseball field between the dates of January 27, 2025, to May 23, 2025

*This agreement is made so that the school District conducts practices and games for the high school and middle school baseball teams.

*The School District shall provide the Town with a copy of its practice schedules and game schedules. The Town shall make the baseball field exclusively available to the School District at those dates and times.

- 3. Use by Town.** The Town may not use the baseball field during the times agreed in this agreement.

4. **Maintenance and Repair of Baseball Field.** The Town shall maintain the baseball field at its sole cost and expense, including planting, water, maintenance and repair except for the obligations and duties of the School District set forth herein.

5. **Duties and Responsibilities of School District.** The School District shall, at its sole cost and expense, maintain the field in good condition, shall be responsible for painting or marking of the field for its games, and shall provide all equipment necessary for the conduct of its practices and games.

6. **Term.** The initial term of this Interlocal Agreement shall for the 2024-2025 FY season commencing on January 27, 2025 and concluding on May 23, 2025 and be renewed on a year-to-year basis. Either party can terminate this Agreement in writing by giving thirty (30) days written notice to the other party.

7. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The School District and the Town shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees.

8. **Premises Liability.** The Town shall maintain general liability insurance covering any claims arising from premises liability for use of the baseball field and include the School District as an additional insured.

9. **Governmental Immunity.** The School District and the Town reserve and do not waive their respective rights of governmental immunity from litigation and liability, and do not waive their rights under the Texas Torts Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

10. **Miscellaneous.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supercedes all prior agreements or understandings, whether written or oral.

B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the following addresses:

School District: 840 Sixth Street
Anthony, Texas 79821
Attn: Superintendent

Town: 401 Wildcat
P.O. Box 1269

Anthony, Texas 79821
Attn: Mayor

C. Compliance with Law and Regulations. The parties agree to comply with all applicable local, state and federal laws, ordinances, regulations and orders.

D. Governing Law. This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be enforceable in El Paso County, Texas.

E. Counterparts. This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

SIGNED AND APPROVED as of the date shown above.

TOWN:

TOWN OF ANTHONY, TEXAS

BY:

ANTHONY DAVID TURNER

Mayor

ATTEST:

VALERIE ARMENDARIZ

Town Clerk

SCHOOL DISTRICT:

ANTHONY INDEPENDENT SCHOOL DISTRICT

BY:

ANGEL J. CUELLAR

President

ATTEST:

CHRISTINE SINGH

Board of Trustees Secretary



ANTHONY WILDCATS

7th & 8th Grade Baseball SCHEDULE 2024-2025



DATE	DAY	OPPONENT	TIME	LEVEL
January 7, 2025	Tuesday	First Day of Practice	TBA	7 th & 8 th Grade
January 18, 2025	Saturday	Alderete vs. Anthony	10:00 a.m.	7 th & 8 th Grade
January 25, 2025	Saturday	Gadsden vs. Anthony	10:00 a.m.	7 th & 8 th Grade
February 1, 2025	Saturday	Anthony @ Santa Teresa (@STHS)	10:00 a.m.	7 th & 8 th Grade
February 7, 2025	Friday	Chaparral vs. Anthony	3:00/4:30pm	8 th & 7 th Grade
February 15, 2025	Saturday	Canutillo vs. Anthony	10:00 a.m.	7 th & 8 th Grade
February 22, 2025	Saturday	Anthony @ Gadsden (@GHS)	10:00 a.m.	7 th & 8 th Grade
March 1, 2025	Saturday	Santa Teresa vs. Anthony	10:00 a.m.	7 th & 8 th Grade

8th Grade Coach: Demetrius Steel

7th Grade Coach: Francisco Rayas

Athletic Director: Coach D. Rueda

Trainer: Ms. Elizabeth Anaya

MS Principal: Ms. Veronica Ordonez

Superintendent: Dr. Oscar Troncoso

Update: 11/8/2024

Rules and Regulations:

- 3 outs or 9 batters whichever comes first- if the 9th batter walks, only the player at 3rd can score.
- 10 run-rule after 3 innings
- Metal cleats are not allowed.

Game Times:

- 7th at 10:00 a.m. – 90-minute drop dead –8th grade to follow immediately.

All games count towards final standings:

- If the game is tied at the end of 90 minutes, revert to last completed inning where there was no tie.
- If the game is still tied after reverting, a flip of the coin will determine the winner.
- If there is a tie in the standings, the results of the head-to-head competition shall be used to break that tie.
- If there is no head-to-head winner, a coin flip will determine the winner.



ANTHONY WILDCATS

VARSITY BASEBALL SCHEDULE 2024-2025



DATE	DAY	OPPONENT	TIME	LEVEL
January 17, 2025	Friday	First Day of Practice	TBA	JV/Varsity
February 1, 2025	Saturday	(Scrimmage Allowed)	TBA	Varsity
February 17, 2025	Monday	@ EPLA	4:00 p.m.	Varsity
February 20-22 2025	Thurs.-Sat.	Cathedral Varsity Tournament	TBA	Varsity
February 25 2025	Tuesday	Irvin	4:00/5:30 pm	JV/Varsity
Feb.27- March 1, 2025	Thurs.-Sat.	Southwest University Varsity Tournament	TBA	Varsity
March 4, 2025	Tuesday	@ Gadsden	4:00/5:30 pm	JV/Varsity
March 6 – 8, 2025	Thurs.-Sat.	EPISD/Cathedral Varsity Tournament	TBA	Varsity
March 6 – 8, 2025	Thurs.-Sat.	Fabens/Tornillo JV Tournament	TBA	JV
March 14, 2025	Friday	OPEN	TBA	
March 18, 2025	Tuesday	DaVinci	4:00/5:30 pm	JV/Varsity

DISTRICT SCHEDULE

March 21, 2025	Friday	Alpine	4:00/5:30 pm	JV/Varsity
March 25, 2025	Tuesday	Tornillo	4:00/5:30 pm	JV/Varsity
March 28, 2025	Friday	@ Kermit	4:00/5:30 pm	JV/Varsity
April 1, 2025	Tuesday	BYE	TBA	JV/Varsity
April 4, 2025	Friday	Presidio	4:00/5:30 pm	JV/Varsity
April 8 2025	Tuesday	@ Alpine	4:00/5:30 pm	JV/Varsity
April 11, 2025	Friday	@ Tornillo	4:00/5:30 pm	JV/Varsity
April 17, 2025	Thursday	Kermit (Senior Night)	4:00/5:30 pm	JV/Varsity
April 22, 2025	Tuesday	BYE	TBA	JV/Varsity
April 25, 2025	Friday	@ Presidio	3:00/4:30 pm	JV/Varsity
April 28, 2025	Monday	Seeding Game if Needed	TBA	Varsity Only
April 29, 2025	Tuesday	District Certification	TBA	Varsity
May 2- 3, 2025	Friday-Sat.	Bi-District Playoffs	TBA	Varsity
May 9-10, 2025	Friday-Sat.	Area Playoffs	TBA	Varsity
May 16, 2025	Friday	Regional- Semifinals	TBA	Varsity

Head Baseball Coach: James Puga
Assistant Coach: Matt Montanez
Trainer: Ms. Elizabeth Anaya
Athletic Director: Coach D. Rueda
Principal: Ms. Sandra Espinoza
Superintendent: Dr. Oscar Troncoso

All Games are MST.

BOLD GAMES are Home Games

District Home Games-JV play first.

90-minute drop dead rule—

Varsity Follows.

Updated 12/11/2024.

**** DATES, TIMES, & LOCATION**

Might change due to travel and holiday.